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EcoPontes – General Terms & Conditions - BuyBack Recyclable Material B2B



The document contains “General Terms and Conditions” for the purchase of raw materials such as scrap, recyclables, waste and similar materials that are not related to local legal regulations. In each chapter, regulations between two business partners are described due to business transactions that occur. The following paragraphs regulate:

- § 1: who enters into agreements with each other, what kind of transactions are regulated by them, from when these agreements apply, whether they apply alone or can be replaced. This lays the foundation for all further regulations.
- § 2: when and under what conditions a purchase contract is concluded.
- § 3: everything about delivery, deadline commitments, when does a delay begin, information obligations, possible claims for damages.
- § 4: who is allowed to perform, what falls under a usual service, from when there is additional effort, how is the service to be documented.
- § 5: what is included in the price, how and in what periods is paid, how deadlines are measured, whether set-off and retention is permissible, regulation on maturity interest.
- § 6: the retention of title, when does it exist, when does it expire.
- § 7: the determination of defects in the delivery, who and within what deadlines and how to document, the classification in the legal regulations and the compensation of the defective performance.
- § 8: recourse claims of the supplier in a supply chain.
- § 9: the manufacturer's liability between seller and buyer and specifies the necessary insurance policies of the seller.
- § 10: the limitation period of claims, assertion of claims.
- § 11: the confidentiality obligations.
- § 12: how changes are communicated and under which deadlines and conditions changes become effective.
- § 13: assignment, set-off, rights of retention between the parties.
- § 14: applicable law and place of jurisdiction.
- § 15: a severability clause on how to reach an agreement without a court in the event of a dispute.



§ 1 Scope, Form

(1) These General Terms and Conditions of Purchase (GTCP) may be applied to business relationships with customers ("sellers/suppliers") regarding the purchase of raw materials, scrap, recyclable materials, waste, and similar materials ("goods").

The GTCP only apply if the seller/supplier is an entrepreneur, a legal entity under public law (e.g., NGO, association, social business).

(2) The GTCP apply to contracts for the purchase and/or delivery of movable items ("goods"), regardless of whether the seller manufactures/wins the goods himself or purchases them from suppliers. Unless otherwise agreed, these or deviating GTCP shall be applied as a framework agreement in the version valid at the time of the order or in any case in the version last communicated in text form and for similar future contracts, without having to refer to them again in individual cases.

(3) Ideally, these GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the seller shall only become part of the contract if and to the extent that their validity has been expressly agreed to in writing. This approval requirement applies in any case, for example even if the buyer accepts the seller's deliveries without reservation in knowledge of the seller's general terms and conditions.

(4) Individual agreements made with the Seller in individual cases (including ancillary agreements, supplements, and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or written confirmation shall prevail for the content of such agreements.

(5) Legally relevant declarations and notifications of the seller with regard to the contract (e.g., setting of a deadline, reminder, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the validity of statutory provisions can only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in the GTCP.

§ 2 Conclusion of contract

(1) An order shall be deemed binding at the earliest upon written submission or confirmation. The seller must inform the buyer of obvious errors (e.g., spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.

(2) The seller is obliged to confirm the order in writing within a period of 7 days or to execute it without reservation by sending the goods (acceptance). A late acceptance is considered a new offer and requires acceptance by the seller.



§ 3 Delivery time and delay in delivery

(1) The delivery time stated in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it is 2 weeks from the conclusion of the contract. The seller is obliged to inform the buyer immediately in writing if he is unlikely to be able to meet agreed delivery times – for whatever reason.

(2) If the seller does not provide his service or does not perform within the agreed delivery time or if he is in default, the rights of the buyer – in particular to withdrawal and damages – shall be determined in accordance with the statutory provisions. The provisions in paragraph 3 remain unaffected.

(3) If the seller is in default, the buyer may – in addition to further statutory claims – demand lump-sum compensation for the damage caused by delay in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. The buyer reserves the right to prove that a higher damage has occurred. The seller reserves the right to prove that no or only significantly less damage has occurred.

§ 4 Performance, delivery, transfer of risk, default of acceptance

(1) Without the prior written consent of the buyer, the seller is not entitled to have the service owed by him performed by third parties (e.g., subcontractors). The seller bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g., limitation to stock).

(2) Delivery shall be made "free domicile" to the location specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery must be made to the buyer's place of business. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver). Where weighing is necessary, the weight recorded on calibrated scales at the receiving point shall be taken into account. The goods are to be delivered in accordance with commercial practice. Legal regulations, in particular as far as they concern occupational safety and environmental protection, must be complied with. The delivery must comply with the recognised rules of technology. No mixing of several goods may be carried out.

(3) A maximum service life is assumed during loading or unloading processes. Additional downtimes for the loading or unloading processes may be charged by the buyer/seller per hour or part thereof if the service time and the hourly rate have been agreed at the beginning of the delivery and service relationship. The loading or unloading time shall begin with the arrival of the road vehicle at the loading or unloading or unloading time. Unloading point (e.g., notification to the porter) and ends when the client or consignee has fully fulfilled his obligations.

(4) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and the order identification (date and number). If the delivery note is missing or incomplete, the buyer is not responsible for any resulting delays in processing and payment. Separately from the delivery note, a corresponding dispatch note with the same content must be sent/handed over and transferred. The declaration of deliveries in consignment notes, delivery notes, bills of lading and other delivery documents must be complete and must comply with the applicable regulations. Costs and damages due to incorrect, incomplete and/or omitted declaration shall be borne by the supplier/seller. The supplier/seller shall indemnify the buyer against claims of third parties that are raised against the buyer due to incorrect, incomplete and/or omitted declaration. If the supplier/seller makes declarations as to the origin of the goods, he is obliged to enable the proof of origin to be verified



by the competent authorities and to provide the necessary information as well as any necessary confirmations. If the declared origin is not recognized by the competent authority as a result of incorrect certification or lack of possibility of verification, the supplier/seller is obliged to compensate the buyer for any damage incurred by the buyer as a result and to indemnify him against any claims of third parties. The transport and import of the ordered goods must be carried out in compliance with the applicable statutory provisions applicable to the goods (e.g. waste law, Transport law, customs law). If the supplier/seller does not comply with this obligation, the buyer is entitled to take necessary measures at the expense of the supplier/seller, even if it concerns transport on the premises of the buyer or the place of receipt. Persons who work on the premises in fulfilment of the obligations of the supplier/seller must comply with the instructions of the buyer's personnel, the provisions of the buyer's operating regulations as well as the accident prevention, occupational safety, environmental and other regulations applicable there. Within the buyer's premises, hazardous substances may only be used after consultation with the buyer and must be properly labeled. No mixing of several varieties may be carried out.

(5) The risk of accidental loss and accidental deterioration of the item shall not pass to the buyer until handover at the place of performance, even if dispatch by the supplier.

§ 5 Prices and terms of payment

(1) The price stated in the order is binding. All prices include statutory value added tax unless this is shown separately.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the seller as well as all ancillary costs (e.g., proper packaging, transport costs including any transport and liability insurance). All shipping costs (e.g., packaging, transport, insurance, customs duties, and other charges) shall be borne by the supplier/seller.

(3) The agreed price is due for payment within 30 calendar days of complete delivery and service as well as receipt of a proper invoice in accordance with the applicable statutory provisions. The invoice must be accompanied by all documents (e.g. weighing slip, acceptance protocol, etc.) necessary to check the contractual provision of the delivery. If a shorter payment term is agreed, this can be done by granting a discount. This is possible if necessary. to be agreed between buyer and seller when ordering. In the case of bank transfer, payment shall be deemed to have been made on time if the transfer order is received by the buyer's bank before the expiry of the payment period; The buyer is not responsible for delays caused by the banks involved in the payment process. He is entitled to invoice the delivered goods in the credit note procedure, taking into account any refusal and other costs. In the case of invoices in the credit memo procedure, the supplier/seller is obliged to declare his entrepreneurial status (registered company – tax ID VAT ID, etc...) with the entitlement to deduct input tax by prior presentation of a suitable certificate from the tax office. Follow-up certificates must be submitted annually. The invoice by the supplier is based on the weight received and the quality assessment of the buyer or a commissioned third party upon delivery of the goods.

(4) Unless otherwise agreed, invoices, weighing slips and other documents shall be transmitted electronically within the framework of the statutory provisions.

(5) The buyer does not owe any maturity interest. The statutory provisions shall apply to default in payment.

(6) The buyer is entitled to rights of set-off and retention as well as the plea of non-performance of the contract to the extent permitted by law. In particular, he is entitled to withhold due payments if he is still entitled to claims against the seller from incomplete or defective services.



(7) The seller has a right of set-off or retention only due to legally established or undisputed counterclaims.

§ 6 Retention of title

The transfer of ownership of the goods to the buyer must take place unconditionally and regardless of the payment of the price. However, if the buyer accepts an offer of the seller for transfer of ownership conditional on the payment of the purchase price in individual cases, the seller's retention of title expires at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, the buyer remains authorized, even before payment of the purchase price, to resell the goods with advance assignment of the resulting claim (alternatively, validity of the simple retention of title extended to the resale). In any case, all other forms of retention of title, forwarded and extended retention of title to further processing, are excluded.

§ 7 Defective delivery

(1) The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title of the goods (including incorrect and short delivery) and other breaches of duty by the Seller, unless otherwise specified below.

(2) In accordance with the applicable statutory provisions, the seller is liable for ensuring that the goods have the agreed quality upon transfer of risk to the buyer. In any case, those product descriptions which are the subject of the respective contract – in particular by designation or reference in the buyer's order – or which have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description comes from the buyer, the seller, or the manufacturer.

(3) The buyer is not obliged to inspect the goods or make special enquiries about any defects upon conclusion of the contract.

(4) The statutory provisions shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: The buyer's obligation to inspect is limited to defects that become apparent during his incoming goods inspection under external inspection, including the delivery documents (e.g., transport damage, incorrect and short delivery) or are recognizable during quality control in the random sampling procedure. Insofar as acceptance has been agreed, there is no obligation to inspect. Moreover, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The buyer's obligation to give notice of defects discovered later remains unaffected. Notwithstanding the buyer's obligation to inspect, his complaint (notification of defects) shall in any case be deemed immediate and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

(5) The expenses necessary for the purpose of inspection and supplementary performance shall be borne by the seller even if it turns out that there was no defect. The expenses incurred by the buyer in the event of complaints for quality or other reasons shall be borne by the supplier as so-called refusal costs, furthermore the supplier shall bear in particular stand and demurrage incurred by the buyer as a result of the buyer's complaint about the goods. The buyer's



liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, the buyer is only liable if he has recognized or grossly negligently failed to recognize that there was no defect.

(6) Without prejudice to the statutory rights and the provisions in paragraph 5, the following shall apply: If the Seller does not fulfil its obligation to remedy the defect – at the buyer's discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by the buyer, the buyer may remedy the defect himself and reimburse the Seller for the expenses required for this or a corresponding advance payment. demand. If the supplementary performance by the seller has failed or is unreasonable for the buyer (e.g. due to particular urgency, danger to operational safety or imminent occurrence of disproportionate damage), no deadline is required; of such circumstances. The buyer will inform the seller immediately, if possible, in advance.

(7) In addition, the buyer is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions in the event of a material defect or defect of title. In addition, he is entitled to damages and reimbursement of expenses in accordance with the statutory provisions.

(8) If explosive devices, explosive objects, closed hollow bodies or contamination with radioactivity are found in the delivered goods, all costs, for examination, separation, securing, storage, additional transport costs, treatment, disposal, possible fines and other consequential costs, at the expense of the supplier. In addition, the supplier shall be liable for any resulting damage to property and personal injury. To the extent permitted by law, the supplier is obliged to take back the contaminated substances. Furthermore, the buyer can charge the supplier with a fund premium. The Supplier shall provide the Purchaser with claims by third parties arising from the impurities supplied by the Supplier, free.

§ 8 Supplier recourse

(1) In addition to claims for defects, the buyer is entitled without restriction to legally determined recourse claims of the buyer within a supply chain. In particular, he is entitled to demand from the seller exactly the type of supplementary performance (repair or replacement) that the buyer owes his customer in individual cases. Any existing statutory right of choice of the buyer is not restricted by this.

(2) Before the buyer acknowledges or fulfils any claim for defects asserted by his customer (including reimbursement of expenses), the buyer shall notify the seller and ask for a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by the buyer shall be deemed to be owed to the buyer's customer. In this case, the seller is responsible for proving the contrary.

(3) Claims of the buyer arising from supplier recourse shall also apply if the defective goods have been further processed by him or another entrepreneur, e.g., by installation in another product.



§ 9 Producer liability

(1) If the seller is responsible for product damage, he must indemnify the buyer against claims of third parties insofar as the cause lies in his sphere of control and organization and he himself is liable in the external relationship.

(2) Within the scope of its indemnification obligation, the seller must reimburse expenses arising from or in connection with a claim by third parties, including recalls carried out by the buyer. The buyer will inform the seller about the content and scope of recall measures – as far as possible and reasonable – and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The seller must take out and maintain product liability insurance with a lump-sum coverage of at least xxxx amount of money per personal injury/property damage.

§ 10 Statute of limitations

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) Notwithstanding this, the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims for restitution in rem of third parties remains unaffected; In addition, claims arising from defects of title shall not become statute-barred under any circumstances if the third party can still assert the right against the buyer – in particular in the absence of a statute of limitations.

(3) The limitation periods of the sales law, including the above extension, apply – to the statutory extent – to all contractual claims for defects. Insofar as the buyer is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply, unless the application of the limitation periods of the sales law in individual cases leads to a longer limitation period.

§ 11 Confidentiality

(1) The supplier is obliged to keep as a business secret all commercial and technical information or knowledge that becomes known through the business relationship between the buyer and the supplier.

(2) The supplier may only advertise the joint business relationship with our prior written consent.

§ 12 Right to change

Changes to these GTCP shall be notified to the Supplier in writing or by e-mail and shall be deemed approved if the Supplier does not object to the amended GTCP in writing or by e-mail within six weeks of notification. The supplier will

be informed of this separately when the changes are announced. In the event of a timely objection, the originally included GTCP shall continue to apply.

§ 13 Assignment, Offsetting, Rights of Retention

- (1) The supplier is only entitled to assign his claims against the buyer with the prior written consent of the buyer.
- (2) The buyer is entitled to rights of set-off and retention to the extent permitted by law.

§ 14 Choice of law and place of jurisdiction

(1) These GTCP and the contractual relationship between the buyer and the seller shall be governed by national law to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. Alternatively, the UN Convention on Contracts for the International Sale of Goods can also be agreed, in which case the previous regulations must be checked for compliance with the UN Convention on Contracts for the International Sale of Goods.

(2) If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the buyer (must be mentioned). The same applies if the seller is an entrepreneur. In all cases, however, the buyer is also entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTCP or a priority individual agreement or at the general place of jurisdiction of the seller. Overriding statutory provisions, regarding exclusive jurisdiction, remain unaffected.

§ 15 Severability clause

Should one or more provisions of these GTCP be or become void or ineffective or unenforceable, this shall not affect the validity of the remainder of these GTCP. The parties undertake to immediately replace invalid or unenforceable provisions of these GTCP with effective provisions that come closest to the economic goal of the invalid provision. The provisions of sentences 1 and 2 shall apply mutatis mutandis if there is a gap in these conditions.



About Us

Rodiek & Co GmbH is a consulting company in the field of waste management, recycling and circular solutions.

It is our mission to support the development of a functioning circular economy by providing experience and operational knowhow.

Our target regions are low- and middle-income Countries, where waste management and recycling is still in its early stages. Our solutions are tailored to the specific local requirements and needs.

We provide services along the complete value chain from collection over sorting, to treatment and preparation for recycling.

We provide technical support for facilities, including vehicles, machinery as well as material flow management.

We also offer the development of sustainable recycling and energy concepts for local communities, businesses and industries.

As a 100% daughter company of Nehlsen Group, one of the largest German waste management and recycling companies, we can access the operational knowhow and practical expertise from 99 years of waste management and recycling business in Germany.

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